

**UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO**

In re:

THE FINANCIAL OVERSIGHT AND  
MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO, *et al.*

Debtors.<sup>1</sup>

PROMESA

Title III

No. 17 BK 3283-LTS

(Jointly Administered)

In re:

THE FINANCIAL OVERSIGHT AND  
MANAGEMENT BOARD FOR PUERTO RICO,

as representative of

THE PUERTO RICO HIGHWAYS AND  
TRANSPORTATION AUTHORITY,

Debtor.

PROMESA

Title III

No. 17 BK-3567-LTS

**NOTICE OF AMENDED SCHEDULE OF EXECUTORY CONTRACTS TO BE  
ASSUMED PURSUANT TO HTA TITLE III PLAN OF ADJUSTMENT**

**PLEASE TAKE NOTICE** that, on December 2, 2022, the Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), as sole Title III representative of the

<sup>1</sup> The Debtors in these Title III Cases, along with each Debtor’s respective Title III case number and the last four (4) digits of each Debtor’s federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (“Commonwealth”) (Bankruptcy Case No. 17-BK-3283- LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (“COFINA”) (Bankruptcy Case No. 17-BK-3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority (“HTA”) (Bankruptcy Case No. 17-BK-3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (“ERS”) (Bankruptcy Case No. 17-BK-3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy Case No. 17- BK-4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority (“PBA”) (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801) (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

Puerto Rico Highways and Transportation Authority (“HTA” or the “Debtor”), pursuant to section 315(b) of the *Puerto Rico Oversight, Management, and Economic Stability Act* (“PROMESA”),<sup>2</sup> filed the *Third Amended Plan Supplement and Plan Related Documents by the Puerto Rico Highways and Transportation Authority* [Case No. 17-3567, ECF No. 1445] (the “Third Amended Plan Supplement”).

**PLEASE TAKE FURTHER NOTICE** that, attached to the Third Amended Plan Supplement as Exhibit C is a schedule of Executory Contracts to be Assumed (the “Schedule”). Pursuant to Section 27.1 of the *Modified Fifth Amended Title III Plan of Adjustment of the Puerto Rico Highways and Transportation Authority*, dated September 6, 2022 (as amended, supplemented, or modified, the “Plan”),<sup>3</sup> which was confirmed on October 12, 2022 [Case No. 17-3567, ECF No. 1415], the Debtor intends to assume, as of the Effective Date of the Plan, the Executory Contracts listed in the Schedule.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is an amended Schedule reflecting an additional Executory Contract to be assumed.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is a redline of the Schedule compared against the version filed as part of the Third Amended Plan Supplement.

*[Remainder of Page Left Intentionally Blank]*

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<sup>2</sup> PROMESA is codified at 48 U.S.C. §§ 2101-2241.

<sup>3</sup> Unless otherwise defined in this Notice, capitalized terms used herein shall have the meanings ascribed to them in the Plan.

Dated: December 5, 2022  
San Juan, Puerto Rico

Respectfully submitted,

/s/ Brian S. Rosen

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*Co-Attorneys for the Financial Oversight and  
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Debtor*

**Exhibit A**

Amended Schedule of Executory Contracts to be Assumed

**Schedule of Executory Contracts to be Assumed**

The Debtor reserves the right to amend, on or prior to the Effective Date, this schedule to delete any Executory Contract therefrom or add any Executory Contract or Unexpired Lease, in which event such Executory Contract(s) or Unexpired Lease(s) shall be deemed to be, as the case may be, either assumed, or assumed and assigned as of the Effective Date.

Description of Executory Contract	Counterparty(ies)	Cure Amount
<p>Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority, as amended.</p> <p>Waiver and Amendment Agreement to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment and Consent Agreement No. 2 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 3 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 4 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Agreed Modifications and Amendment Agreement No. 5 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 6 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p>	<p>\$0.00</p>

Description of Executory Contract	Counterparty(ies)	Cure Amount
<p>Escrow Agreement by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority, and Banco Popular de Puerto Rico, as amended.</p> <p>Amendment Agreement No. 1 to the Original Escrow Agreement and Disbursement Instructions by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority, and Banco Popular de Puerto Rico.</p> <p>Exhibit A to Amendment No. 1 to the Original Escrow Agreement and Disbursement Instructions by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority and Banco Popular de Puerto Rico.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p> <p>Banco Popular de Puerto Rico</p>	<p>\$0.00</p>
<p>New Escrow Agreement by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority and Banco Popular de Puerto Rico.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p> <p>Banco Popular de Puerto Rico</p>	<p>\$0.00</p>
<p>Concession Agreement for the Final Design, Construction, Operation and Maintenance of a Privatized Transportation Facility between Autopistas de Puerto Rico y Compañía S.E. and Puerto Rico Highway and Transportation Authority, as amended.</p> <p>Amendment to Concession Agreement by and among Autopistas de Puerto Rico y Compañía S.E. and the Puerto Rico Highways and Transportation Authority.</p>	<p>Autopistas de Puerto Rico y Compañía S.E.</p>	<p>\$0.00</p>

**Exhibit B**

Redline

**Schedule of Executory Contracts to be Assumed**

The Debtor reserves the right to amend, on or prior to the Effective Date, this schedule to delete any Executory Contract therefrom or add any Executory Contract or Unexpired Lease, in which event such Executory Contract(s) or Unexpired Lease(s) shall be deemed to be, as the case may be, either assumed, or assumed and assigned as of the Effective Date.

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<p>New Escrow Agreement by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority and Banco Popular de Puerto Rico.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p> <p>Banco Popular de Puerto Rico</p>	<p>\$0.00</p>
<p><u>Concession Agreement for the Final Design, Construction, Operation and Maintenance of a Privatized Transportation Facility between Autopistas de Puerto Rico y Compañía S.E. and Puerto Rico Highway and Transportation Authority, as amended.</u></p> <p><u>Amendment to Concession Agreement by and among Autopistas de Puerto Rico y Compañía S.E. and the Puerto Rico Highways and Transportation Authority.</u></p>	<p><u>Autopistas de Puerto Rico y Compañía S.E.</u></p>	<p><u>\$0.00</u></p>